

## **SECTION C - DESCRIPTION/SPECIFICATION**

### **1. General**

- A. **Materials Recycled and Area Covered:** This solicitation is for interested parties who wish to submit offers for the purchase of recyclable paper, used aluminum beverage cans, used glass beverage containers, used plastic bottles (only those bottles made of polyethylene terephthalate {PET} and high density polyethylene {HDPE}), and commingled materials (cans, glass, and plastic bottles) generated on Government-owned and Government-operated premises and other locations in the Washington, DC metropolitan area. The Washington, DC metropolitan area includes the District of Columbia, Montgomery County, Prince George's County, the cities of Alexandria and Falls Church, and Arlington, Fairfax, Loudon, and Prince William counties.
  
- B. **Pickup Locations:** The Government shall determine each location from which the Contractor is to remove accumulations of recyclable paper, used aluminum beverage cans (UBC), used glass containers (UGC), used plastic bottles (UPB), and commingled materials (a combination of UBCs, UGCs, and UPBs). See Part III, Section J, Exhibit 1 for a list of current buildings that have recycling programs. The Government may add or delete locations through a modification to the contract, which only the Contracting Officer (CO) may execute. Award under this contract does not grant the successful bidder rights to all recyclable materials generated in the awarded service area.
  
- C. **Estimated weights:** Estimated weights of the recyclable materials (Part III, Section J, Exhibit 7) are based on the best available Government information at the time of issuance of this solicitation. The Government does not guarantee these estimated weights to be factual. The U.S. General Services Administration (GSA) will bill the Contractor for the actual weight of all recyclable materials removed from the designated service locations. Historical data for individual locations may also be obtained from the GSA Recycling Website, [ncr.gsa.gov/recycle](http://ncr.gsa.gov/recycle).
  
- D. **Pre-Inspection of Buildings:** Offerors are invited, urged, and cautioned to inspect the property prior to submitting an offer. Potential offerors should contact the Contracting Officer's Representative (COR) at the GSA Buildings Services Branch, Waste Management Program, 7th & D Streets, SW, Room 7719, Washington, DC 20407 or on telephone number 202-260-5320 or on FAX number 202-401-6075, for an on-site inspection of facilities to be serviced. The COR will coordinate inspections with the Contracting Officer's Technical Representatives (COTR), or the COTRs' Authorized Agency Representatives. Failure to inspect will be at the risk of the offeror.

**2. COMPLIANCE WITH RECYCLING LAWS AND REGULATIONS**

The Contractor shall comply with all Federal, State, county, and local laws and regulations pertaining to the transport, processing, and sale of recyclable materials. Prior to contract start date, the Offeror shall obtain any and all necessary permits, registrations, and licenses for recycling for the jurisdiction in which services are to be performed.

**3. RESTRICTION ON USE OF RECYCLABLE PAPER:**

Recyclable paper purchased under this contract shall be used or sold as recyclable paper only. The Contractor shall not use, allow access to, or offer for resale any papers, documents, file record material or any other form of records as files, records, or for the information contained therein.

**4. RESTRICTIONS ON PAPER MATERIALS RECYCLED**

No paper materials designated as "classified," "sensitive," "witness," or "Privacy Act" shall be recycled under this contract. The Contractor shall not be required to shred any recyclable paper or to remove any shredded recyclable paper either cut into less than one-quarter inch strips, or cross cut. The Government will keep paper shredded into one-quarter inch strips or wider in bags for pickup. The Contractor will have the option of picking up paper shredded to less than one quarter-inch, but the COR will not require the Contractor to do so. The Contractor shall pick up any paper material that the Government has declassified provided that the material meets the requirements listed in this paragraph.

**5. STORAGE CONTAINERS AND EQUIPMENT:**

Necessary Containers and Equipment: The Contractor will provide the necessary containers and equipment for the consolidation and storage of recyclable materials prior to pickup. Part III, Section J, Exhibit 1, lists the number and types of containers currently in place at each service location. Exhibit 1 also lists the current container pickup schedule. Current containers include covered and uncovered carts of different sizes, materials, and shapes. Current equipment also includes pallets, gaylords, self-contained compactors, and closed-top containers. For both Government and contractor safety, boxed paper material loaded on pallets will be banded or shrink-wrapped to prevent falling off the pallet. Exhibit 1 is for informational purposes only and represents minimum contract requirements. The offeror may propose different methods, containers, and equipment for storing and transporting recyclables for each location. The COR, in consultation with the COTRs, will approve containers and equipment prior to their placement.

Maintenance of Containers and Equipment: The Contractor will be responsible for the maintenance of all containers and equipment throughout the term of the contract. The containers and equipment must be kept free from holes, vermin, or foreign matter that might cause injury, stain clothing or furniture, or contaminate the recyclable material. The Contractor shall, at no additional cost to the Government, clean up any oil spills that

result from the Contractor's operations. If such a spill occurs, the Contractor shall immediately report the incident to the COTR and COR.

Delivery and Removal of Equipment: The Contractor will be responsible for delivery of the containers and equipment at the start of the contract and as required during the term of the contract, and for their removal at the termination of the contract. All storage containers and other equipment remain the Contractor's property during, and subsequent to, the contract period.

**6. SUPERVISION:**

- A. The Contractor shall supervise the removal, transportation, weighing, and processing of the recyclable materials to ensure compliance with the terms and conditions of this contract.
- B. The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity. The Contractor shall be responsible for taking disciplinary actions with respect to his employees as may be necessary.
- C. The Contracting Officer (CO) may require removal from the job site those contractor employees deemed to be unsuitable or otherwise objectionable or those whose continued employment under the contract is deemed to be contrary to the public interest or inconsistent with the best interests of the Government.

**7. CONTRACTOR RESPONSIBILITIES FOR GOVERNMENT PROPERTY:**

- A. Responsibility for Government Property: The Contractor assumes full responsibility for, and shall indemnify the Government from, all loss or damage to any and all Government property, including any equipment, supplies, accessories, or parts furnished to the Contractor while in the performance of this contract. This includes repairs or services performed under the terms of this contract, resulting in whole, or in part, from the negligent acts or omissions of the Contractor or the Contractor's subcontractors.
- B. Hold Harmless and Indemnification Agreement: The Contractor shall save and hold harmless and indemnify the Government against any and all liability, claim, and cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee or agent, or representative of the Contractor or subcontractor.

- C. Damage to Government Property from Causes Other than Contractor's Negligence: Nothing in paragraphs 7.A. and 7.B. above, shall be considered to preclude the Government from receiving the benefit of any insurance the Contractor may carry which provides for indemnification for loss or destruction of, or damage to property in the custody and care of the Contractor where such loss, destruction of, or damage is to Government property. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for loss of, destruction of, or damage to Government property, and upon request of the CO shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and execution of instruments of assignment in favor of the Government) in obtaining recovery.

**8. DELIVERY, LOADING, AND REMOVAL OF PROPERTY**

The Contractor shall accomplish removal of the recyclables within the prescribed time period, as shown under paragraph 8.D. below, and furnish all necessary labor, materials, and transportation for loading and removal of the recyclable materials.

- A. Normal Pickups: Removal of recyclable materials will occur during normal operating hours of the holding agency, unless otherwise defined in this specification. No pickups will be required on Saturdays, Sundays, or Federal holidays.
- B. Special Pickups: Special pickups are required at several locations under this contract. Part III, Section J, Exhibit 3, identifies all known locations to be serviced under this contract with special requirements. Other locations may also have limits on maximum truck height clearance that will require the Contractor to verify clearances at each pickup site.
- C. Minimum Pickup Quantities:
- (1) Recyclable Paper: The majority of the buildings identified in Part III, Section J, Exhibit 1, will have a minimum of four (4) bales, carts, canvas hampers, gaylords, or pallets full of recyclable paper available for pickup prior to calling the Contractor for removal. Due to space restrictions, some buildings may require a lesser minimum amount than the above stated four (4) bales, carts, canvas hampers, gaylords, or pallets. When used, outdoor containers shall be three-quarters (3/4) full of recyclable paper prior to the Contractor being called for pickup. (See Part III, Section J, Exhibit 6 for a description of outdoor containers.) However, the Contractor will have the option of removing smaller quantities of recyclable paper from both indoor and outdoor containers without the consent of the COR.
  - (2) UBCs, UGCs, and UPBs: The majority of the buildings identified in Part III, Section J, Exhibit 1, will have UBCs, UGCs, UPBs, and commingled materials picked up at the same time that paper is picked up. The exceptions are locations that have an outdoor container for recyclable paper. In those cases,

the location will have a minimum of two (2) cubic yards of UBCs, UGCs, UPBs, or commingled materials for pickup prior to calling the Contractor for removal. The Contractor will not be required to service a location that generates UBCs, UGCs, UPBs, or commingled materials only.

- D. Pickup Schedules: The Contractor shall remove the recyclable materials within two (2) business days from the time of notice by the COTRs, who are listed in Part III, Section J, Exhibit 1, or the agency's authorized representatives. The Contractor shall schedule the removal of all containers, including compactors and open-tops, so that the facility is without a container for no more than 4 hours. The Contractor should call the COTR or authorized agency representative prior to removing and returning outside containers to ensure that the loading dock is accessible. Failure by the Contractor to remove the recyclable materials within the time specified, or to not comply with all other terms of the contract, may result in the Contractor's default in performance of this contract. If the Contractor fails to make a pickup, the Government has the right to have the materials removed and charge the Contractor any excess costs incurred.

**As pickup patterns develop, the Contractor, in conjunction with user agencies, will schedule locations on a regular basis. Scheduled pickups are the preferred mode of operation. Upon the COR's request, the Contractor will provide GSA with the pickup schedule.**

- E. Building Loading Docks: The Contractor shall leave the service loading area at each building where recyclable materials are picked up in a clean and orderly condition.
- F. Pickup Locations: The Contractor shall pick up recyclable materials from the building loading dock or designated recyclable materials holding room/area, or as approved by the COR.
- G. Loading: The Contractor shall physically transport wheeled containers from the holding room to the pickup vehicle.
- H. Transporting Responsibility: The Contractor shall secure all recyclable materials in such a manner so as to prevent it from dropping off the conveyance while being transported.
- I. Contractor Equipment: The Government will not be held responsible for damage to the Contractor's equipment. All Contractor equipment shall be properly maintained by the Contractor so as to minimize mechanical problems and breakdowns.

**9. MONTHLY BILLING PROCEDURES:**

- A. Calculations for Monthly Statements: The GSA Accounts Receivable Branch (7BCRP) will send a statement to the Contractor for the total net weight of all recyclable materials collected and removed from the service locations under contract during the billing period. A billing price per ton will be determined for each type of

recyclable material removed during that month by multiplying the total net weight by the unit price, explained in 9.B., below.

- B. Formulas for Monthly Billing and Unit Price: The Government will determine amount it bills the Contractor monthly by using the following formula:

$$\text{Monthly Billing} = (\text{Unit Price}) \times (\text{Net Weight \{of Material Picked Up\}})$$

The Government will determine the unit price for each grade of paper and all UBCs, UGCs, UPBs, and commingled materials picked up by using the following formula:

$$\text{Unit Price} = (\text{Market Value of Material}) \times (\text{Percentage Bid Factor})$$

- C. Paper Unit Pricing: In order to determine unit prices for recyclable paper materials, per grade of paper, GSA will multiply the appropriate percentage figures found under Part I, Section B (bid line items 2.C.(1)(a), 2.C.(2)(a), 2.C.(3)(a), 2.C.(4)(a), 2.D.(1)(a), 2.D.(2)(a), 2.D.(3)(a), 2.D.(4)(a), 2.E.(1)(a), 2.E.(2)(a), 2.E.(3)(a), 2.E.(4)(a), 2.F.(1)(a), 2.F.(2)(a), 2.F.(3)(a), 2.F.(4)(a), 2.G.(1)(a), 2.G.(2)(a), 2.G.(3)(a), and 2.G.(4)(a), by the highest paper stock prices (i.e., market value) quoted for the Southeast Area market in the “Transacted Paper Stock Prices” section of the *Official Board Markets*, on the first Saturday of each month, for the previous month in which the pickup is accomplished for the following grades:

Grade 1 = \$ Sorted White Ledger (40)

Grade 2 = \$ Mixed Paper (2)

Grade 3 = \$ News (6)

Grade 4 = \$ Old Corrugated Containers (11)

Grade 5 = Telephone Directories (23), priced as \$ News (6)

Grade 6 = Commercial Office Mix, a combination of Grades 1 through 5, above, priced using the following formula:

$$= (70\% \times \$ \text{ Mixed Paper})$$

**NOTE:** The one- and two-digit numbers in parentheses (at Grades 1 through 5, above), indicate the number of that grade of paper found in the Scrap Specifications Circular 1998, Guidelines for Paper Stock: PS-98, published by the Institute of Scrap Recycling Industries. The same numbering system is used in the publication the *Official Board Markets*.

All-Paper Programs: Various service locations collect, or will collect, all grades of paper in a single container, normally an outdoor self-contained compactor. Closed-

top, front-loading containers may also be used for collecting all paper. Sorted white ledger, computer printout, mixed paper, newspaper, telephone directories, and old corrugated containers (cardboard) will be placed in the container together. These loads shall be graded as **Grade 6, Commercial Office Mix**.

- D. UBC, UGC, and UPB Unit Pricing: In order to determine unit prices for recyclable aluminum cans, glass, plastic and commingled materials, per UBC, UGC, and UPB material type, GSA will multiply the appropriate percentage figures found under Part I, Section B (bid line items 2.C.(1)(b), 2.C.(2)(b), 2.C.(3)(b), 2.C.(4)(b), 2.D.(1)(b), 2.D.(2)(b), 2.D.(3)(b), 2.D.(4)(b), 2.E.(1)(b), 2.E.(2)(b), 2.E.(3)(b), 2.E.(4)(b), 2.F.(1)(b), 2.F.(2)(b), 2.F.(3)(b), 2.F.(4)(b), 2.G.(1)(b), 2.G.(2)(b), 2.G.(3)(b), and 2.G.(4)(b), by the highest recyclable material price in Atlanta as quoted in the “Waste News Commodity Pricing Report” of *Waste News*, on the first Monday of each month, for the previous month in which the pickup is accomplished. Prices for the recyclable materials will be found in *Waste News* using the following terminology:

<u>GSA Term</u>	<u>Waste News Term</u>
UBC	Aluminum Cans
UGC, Clear	Flint Glass
UGC, Brown	Amber Glass
UGC, Green	Green Glass
UPB	Combination HDPE
Commingled Materials (UBC, UGC, & UPB)	No such term in <i>Waste News</i> , but priced as Green Glass as quoted in <i>Waste News</i>

Commingled Programs: To save labor hours and make it more convenient for employees to recycle, various locations no longer source separate UBCs, UGCs, and UPBs. A combination of all three or any two of these items, including all three or any two colors of UGCs, will be graded as Commingled Materials.

**NOTE: The Government may wish, or be compelled, to use trade publications other than the *Official Board Markets* or *Waste News* during the course of the contract to determine market prices for recyclable materials. Through a modification of the contract, the Government and the Contractor shall mutually agree upon the use of a trade publication other than the *Official Board Markets* or *Waste News* for pricing information for any or all of the recyclable materials.**

- E. Minimum Monthly Billing Amounts: Regardless of the market conditions, the Government will not bill the Contractor less than \$00.00 per ton for recyclables.

F. Weighing Procedures: The Contractor has two methods for weighing removed recyclable material: 1) Official Weight Method, in which an official weight is established for containers of uniform make and size and, 2) Scale Method, in which loads of recyclable material are weighed on certified or Government scales. The Contractor shall use the official weight method when using indoor containers of uniform make and size, unless there is a Government scale on site, in which case the material shall be weighed on the Government scale. Although the Official Weight Method is the preferred means of weighing recyclable materials, the Government reserves the right to require the Contractor to weigh all, or a portion, of the recyclable materials on a certified scale.

(1) Official Weight Method: The use of an official weight for containers of uniform make and size is intended to make the recycling process more efficient by not requiring that every load be weighed. While not as accurate as weighing every load, this method will allow the Government to receive a fair weight for the materials recycled in its buildings.

(a) Establishing an Official Weight: After award of contract, the Contractor and the COR will conduct a joint test weighing of recyclable paper and uncrushed UBCs, UGCs, UPBs, and commingled materials. The container(s) the Contractor plans to use at service locations will be filled and weighed with paper or with uncrushed UBCs, UGCs, UPBs, and commingled materials. An average of these weighings, minus the container weight, will be the official weight of each container of recyclable material. The COR and Contractor may also establish official weights for baled material, using the average weight method. The COR reserves the right to establish an official weights of baled and containerized material by using historical data or industry standards.

**NOTE: The Contractor shall attach weight slips for any baled or containerized material for which an official weight has not been established.**

(b) Formula for Determining Net Weight: The Government will use the following formula to determine the net weight of material picked up:

$$\text{Net Weight} = (\text{Official Weight}) \times (\text{Number of Containers})$$

(c) Recording Weights of Partially Filled Containers: Any partially filled containers removed from a service location will be marked as the nearest fraction (1/3, 1/2, 3/4) on the Recyclable Material Deliver Order Ticket , NCR Form 199, at the time of pickup. (See Part III, Section J, Exhibit 5, for a sample ticket).



(2) Weighing Recyclable Paper on Certified or Government Scales Method:

Weighing shall be performed on Government scales whenever available. If Government scales are not available, the Contractor may use the Contractor's own certified scales or other scales identified by the COR as acceptable.

**NOTE: Under this method, the Government reserves the right to require the Contractor to use certified scales other than the Contractor's own to weigh all grades of recyclable materials. If this occurs, the Government will notify the Contractor in writing 30 days prior to this requirement. An independent weighmaster shall record the weight of the recyclable materials removed on the NCR Form 199, and attach a weight slip to each NCR Form 199.**

- (a) Weighing Schedule: The Contractor shall weigh all recyclable materials material within a maximum period of 24 hours after removal from the holding agency's building, excluding weekends and Federal holidays.
- (b) Scale Tickets: Scale tickets ("weight slips") must be provided, regardless of the scale used, and shall be submitted along with the NCR Form 199s in accordance with subparagraph 9.G.(3), below. The Government reserves the right to spot check the contractor's weighing procedures without advance notification to the Contractor.
- (c) Formula for Determining Net Weight: The net weight per ticket (NCR Form 199) will be determined by the following formula:

$$\text{Net Weight} = \text{Gross Weight} - (\text{Tare Weight} + \text{Container Weight})$$

Tare Weight = Weight of the empty truck

Gross Weight = Total of the tare weight plus the weight of the truck's load

Container Weight = Weight of any hampers, carts, gaylords, and pallets used to contain the recyclable materials

- (d) Recording the Net Weight: The Contractor shall record the gross weight, tare weight, and net weight of each pickup on the NCR Form 199, and attach a certified weight slip. The net weight will be the weight the Government uses to bill the Contractor.
- (e) Weighing Individual Containers and Bales: The Contractor may choose to weigh each container individually, in which case the weight of the truck would be unnecessary and the tare weight, as listed on NCR Form 199 (Exhibit 5), would be the weight of the containers. When weighing bales

or gaylords of paper material, the Contractor may include the pallet as part of the tare weight.

- (f) Weighmaster Certification: The Contractor shall have Copies #1 and #2 of NCR Form 199 signed and noted, or stamped, with the date, hour, and weight by the weighmaster subsequent to the weighing of the loaded truck or individual containers or bales.

G. NCR Form 199: At the service location, the Contractor and the COTR or designated representative shall jointly complete the NCR Form 199, in triplicate, for each pickup made.

- (1) Obtaining Blank NCR Form 199s: The Building Services Group, U.S. General Services Administration, 7th & D Streets, SW, Washington, DC 20407, shall issue a block of pre-numbered NCR Form 199s to the Contractor after award of contract. The Contractor shall be accountable for each NCR Form 199 issued. If a ticket is voided or lost, the Contractor shall furnish the COR with the voided ticket or a written explanation for the lost ticket. Failure by the Contractor to provide the COR with a satisfactory explanation for the lost ticket, or continued loss of tickets, may result in actions being taken against the Contractor to recover monies and expenses for the voided or lost tickets.
- (2) Filling Out the NCR Form 199: The NCR Form 199 shall be completed in triplicate for each pickup location. The Contractor shall fill out, on each ticket, the company name, contract number, truck number, date, and service location. At the service location, the COTR or designated representative shall record the type of material, and the number, or fraction thereof, and types of containers being picked up. Both the COTR and designated representative and the Contractor shall sign the ticket upon completion of pickup. The Contractor shall leave Copy #3 with the COTR or designated representative, who will retain that copy for the agency's records.

**NOTE: The Contractor shall not downgrade the load, after the agency representative has entered the grade of material on the NCR Form 199, without the authorization of the COR. The Contractor must notify the COR of alleged contamination before downgrading any loads. Notification of, and justification for, downgrading shall occur by facsimile or written correspondence within two (2) business days after actual pickup. The Contractor shall record, on the NCR Form 199, the major contaminant found in the load and the percentage of the load that was contaminated. A load is one pickup of all carts, toters, gaylords, and/or bales from one location. A load may also be a pickup of a closed-top or self-contained compactor. Upon receipt of downgrading notification, the COR will determine if downgrading is allowed, and notify the Contractor of the determination by facsimile or written correspondence. Failure by the Contractor to notify the COR of a downgrade will result in reinstatement of the grade the agency representative originally entered.**

- (3) Submitting the NCR Form 199: The Contractor shall collect all copies of the original copy (Copy #1) for the materials removed during the calendar month and submit them, with any required weight slips, to GSA, Building Services Branch, Waste Management Program, 7th and D Streets, SW, Room 7719, Washington, DC 20407 within fourteen (14) days after the last day of the month. The submitted copies shall be grouped by building and jurisdiction. For instance, all GSA Regional Office Building tickets shall be grouped together and placed with all other buildings in Southwest, DC. The Contractor shall retain Copy #2 for the company's records. THE INFORMATION ON EACH NCR FORM 199 MUST BE COMPLETE AND LEGIBLE TO ENSURE PROPER BILLING.
- H. Contractor's Payment: The Contractor shall make full payment within thirty (30) calendar days from date of billing from the GSA Accounts Receivable Branch.
- (1) If full payment is not made within the time frame specified, interest will be charged to the Contractor. Interest will be based on the current interest rate as determined by the U.S. Department of Treasury.
- (2) Payment shall be made in the form of traveler's checks, certified checks, cashier's checks, postal or commercial money orders (including Canadian postal money orders designed for payment in the United States which are acceptable in U.S. dollars at the stated face value), Federal Home Loan Bank money orders, properly endorsed Government checks (Federal, State, or local), irrevocable commercial letters of credit, Master Charge, Visa Credit, or any combination of the above. Personal or business checks are not acceptable.

## **10. MONTHLY REPORTS**

The Contractor shall provide a monthly report of all recyclable materials collected from Government service locations. The report will list the dates, locations, and weight of each material picked up during each month. A summary of material picked up, including total weights of each material and dollars owed, will be listed. This report shall accompany the batched NCR Form 199s when they are submitted each month. An example of the required monthly report is given at Part III, Section J, Exhibit 4.

## **11. FEDERAL EMPLOYEE RECYCLING TRAINING**

In order to insure the success of recycling programs in the buildings on the contract, the Contractor shall be available to help with employee recycling training. In partnership with the Government agencies, the Contractor will increase awareness of, explain, and promote recycling programs through workshops, training sessions, special events (e.g., Earth Day), and educational literature. Examples of methods that the Contractor may use to promote recycling and train employees include public speaking, slide shows, brochures, displays, websites, and computer-based courses.

**12. PROPERTY TITLE:**

Title to the UBCs, UGCs, and UPBs sold under this contract shall vest in the Contractor as and when the Contractor completes removal of, and pays the Government for, the material.

**13. CONTRACT CLOSE-OUT:**

Upon completion of the contract, the Contractor shall remove all contractor-owned equipment from all locations within 48 hours after the last day of the contract, or within a time frame as determined as acceptable by the COR; shall provide the COR with a copy of the established delivery schedule; shall return all unused copies of the prenumbered Recyclable Materials Delivery Order Tickets (NCR Form 199) to the COR within 48 hours after the last day of the contract; and shall submit a Release of Claims, GSA Form 1142, to the CO upon receipt of the final payment.